

**CLOSED**  
UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

**FILED**

2002 SEP -9 P 12:59

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

V.

ANCHOR WIPING CLOTH, INC.,

Defendant.

Case No. 02-70204

Hon. George Caram Steeh  
U.S. District Court Judge

U.S. DIST. COURT CLERK  
EAST. DIST. MICHIGAN  
DETROIT



ADELE RAPPORT (P44833)  
ROBERT K. DAWKINS (P38289)  
TAMMY C. KLEIN (P60256)  
Equal Employment Opportunity  
Commission  
Attorneys for Plaintiff  
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Detroit, Michigan 48226  
(313) 226-6701

RAYMOND J. CAREY (P33266)  
Foley & Lardner  
Attorneys for Defendant  
150 W. Jefferson Avenue  
Suite 1000  
Detroit, MI 48226  
(313) 963-6200

**CONSENT DECREE**

On January 17, 2002, this matter was commenced by Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission") against Defendant, Anchor Wiping Cloth, Inc., ("Defendant" or "Anchor Wiping Cloth"), on behalf of the Charging Party, Virginia Walker ("Charging Party" or "Walker"). In its Complaint, the Commission alleged that Walker was discharged from her position as a Telemarketer because of her pregnancy.

**FINAL DISPOSITION**

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1. Through this Consent Decree, ("Decree") the Commission, on behalf of Virginia Walker and Anchor Wiping Cloth, desire to forever resolve all issues raised, presented, or joined in Civil Action Number 02-70204, without the burden, expense and potential delay of further litigation of all issues set forth in this lawsuit and intend to be bound by the promises made herein.

**STIPULATED FACTS**

2. The parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices and to seek relief for individuals affected by the practices complained of in this lawsuit.

3. Anchor Wiping Cloth is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e(g) and (h). Anchor Wiping Cloth has had at least fifteen (15) employees during the relevant time period.

4. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan, Southern Division, over the subject matter and parties to this case for the purpose of entering this Decree, and, if necessary, enforcing the provisions of this Decree.

5. Venue is appropriate in the Eastern District of Michigan, Southern Division. For purposes of this Decree and proceedings related to this Decree only, Anchor Wiping Cloth agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

**MONETARY RELIEF**

6. Anchor Wiping Cloth agrees to pay Charging Party, Virginia Walker monetary relief in the amount of three thousand dollars (\$3,000), within fourteen (14) days of the acceptance and

signing of this Decree. Taxes and other statutory deductions shall be deducted from said amount. The funds are to be paid directly to Ms. Walker, via U.S. Mail at 2003 S. Lovington, #203, Troy, Michigan 48083, with a copy of the check sent to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

#### **NON-DISCRIMINATION**

7. Anchor Wiping Cloth, its officers, agents, employees, successors, assigns and all persons in active concert of participation with it, shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended.

#### **NON-RETALIATION**

8. Anchor Wiping Cloth, through its directors, officers, agents, successors, assigns and employees, will not retaliate against any person known to them who participated or cooperated in the investigation and prosecution by the EEOC of the Charge of Discrimination filed under Title VII of the Civil Rights Act of 1964, as amended.

#### **DISPUTE RESOLUTION AND COMPLIANCE**

9. The Parties agree that the United States District Court for the Eastern District of Michigan, Southern Division, shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review.

#### **TRAINING**

10. Anchor Wiping Cloth agrees to provide training to its managers, supervisors and human resource personnel in its Detroit, Michigan facility, where Virginia Walker was discharged. Although the training session should include a discussion of the federal anti-discrimination laws, an emphasis shall be placed on Title VII and its prohibitions against pregnancy discrimination in the workplace. The name of the individual(s) conducting the training, a list of participants and the topics to be discussed shall be provided to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, at least thirty (30) days prior to the training session. In addition, within fifteen (15) days after the training, Anchor Wiping Cloth shall provide the Commission with a list of all individuals who attended the training. This information should also be provided to Adele Rapport, Regional Attorney, at the above-mentioned address. The training shall take place within one (1) year of the signing and entry of this Decree.

#### **POSTING OF NOTICE**

11. Anchor Wiping Cloth will post a mutually agreeable notification, attached as Attachment A, in at least one (1) conspicuous place at its Detroit, Michigan location, which sets forth an employee's rights regarding the federal anti-discrimination laws. This notice shall be posted for one (1) year from the entry of this Decree. Should any posted copies of the notice become defaced, marred or otherwise made unreadable, Anchor Wiping Cloth agrees to post a readable copy of this notice in the same manner heretofore specified as soon as practical thereafter. In addition, Anchor Wiping Cloth warrants that it will continue to post all employment discrimination notices as required by applicable law at all times.

#### **ENTIRE AGREEMENT**


12. This Decree constitutes the entire agreement and commitments of the parties.

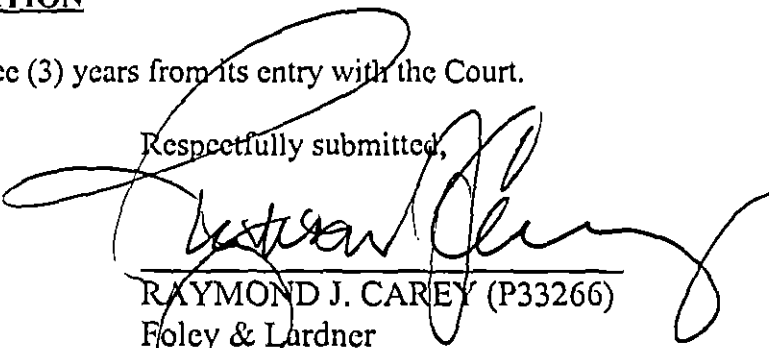
Any modifications to this agreement must be mutually agreed upon in writing and signed by the parties hereto.

**DURATION**

13. This Decree shall remain in effect for three (3) years from its entry with the Court.

Respectfully submitted,

  
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TAMMY C. KLEIN (P60256)  
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Foley & Lardner  
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Detroit, Michigan 48226  
(313) 963-6200

IT IS SO ORDERED:

  
HONORABLE GEORGE CARAM STEEN  
U.S. DISTRICT COURT JUDGE

DATE

09 SEP 2002

**ATTACHMENT A**

**NOTICE**

This notice is being posted to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on pregnancy with regard to any term or condition of employment, including, but not limited to, hiring, layoff, recall, promotion, discharge, pay and fringe benefits, or in retaliation for the opposition to unlawful employment practices.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the provisions of Title VII.

Anchor Wiping Cloth, Inc., agrees that it will adhere to the provisions of Title VII and provide Equal Employment Opportunity in the workplace..